

United States Courts
Southern District of Texas
FILED

MAY 23 2012

David J. Bradley, Clerk of Court

1 Reginald Jackson
2 P.O.Box722460
3 Houston, TX 77272
reginaldejackson@hotmail.com

4

5

6 UNITED STATES DISTRICT COURT
7 SOUTHERN DISTRICT OF TEXAS - HOUSTON

8

9 Reginald Earl Jackson)
10 Plaintiff,) Case No.:
11 vs.)
12 RJM Aquisitions LLC, Enhanced Recovery) Fair Credit Reporting
13 Company LLC, Harley Davidson Credit,) Act ("FCRA")
14 Allied Interstate LLC, Global Payments) Fair & Accurate Credit
15 Inc, I C System Inc, AFS Acceptance,) Transaction Act ("FACTA")
16 Progressive Insurance, Continental) Fair Debt Collections Practices
17 Finance/1st Bank DE, Consumerinfo.com Inc,) Act ("FDCPA")
18 Consumer Portfolio Services, Capital One)
19 Auto Finance, The Home Depot/Citibank NA,)
20 Portfolio Management Group/HGG,)
21 Intersections/Capital One,)
22 Defendant)
23

24 Upon information and belief, and in good faith, Plaintiff
25 Reginald Earl Jackson alleges as follows.

27 PRELIMINARY STATEMENT

28 1. Plaintiff, Reginald Earl Jackson brings this action for damages
29 based in part, upon Defendants' violation of the **Fair Credit
30 Reporting Act** ("FCRA") codified at 15 U.S.C. § 1681 et seq., the
31 **Fair Debt Collection Practices Act** ("FDCPA"), 15 U.S.C. § 1692 et
32

1 seq., The **Fair and Accurate Credit Transactions Act of 2003 FACT**
2 **Act or FACTA, Pub.L. 108-159.**

3 2. Under § 616 of the Act, (15 U.S.C. § 1681n). "An entity that meets
4 the definitional requirement for a "consumer reporting agency"
5 (CRA) in section 603(f) of the FCRA is covered by the law even if
6 the only information it collects, maintains, and disseminates is
7 obtained from "public record" sources.

8 3. Section 603(f) defines a "consumer reporting agency" (CRA) as any
9 person which, for monetary fees, dues, or on a cooperative
10 nonprofit basis, regularly engages in whole or in part in the
11 practice of assembling or evaluating consumer credit information or
12 other information...for the purpose of furnishing consumer reports
13 to third parties". In turn, Section 603(d) defines a "consumer
14 report" as the communication of "any information" by a CRA that
15 bears on a consumer credit worthiness, credit rating, credit
16 capacity, character, general reputation, personal characteristics,
17 or mode of living" that is "used or expected to be used or
18 collected in whole or in part" for the purpose of serving as a
19 factor in establishing eligibility for credit or insurance to be
20 used primarily for personal, family or household purposes,
21 employment purposes, or any other purpose authorized under Section
22 (604).

23 4. A consumer may recover either actual damages or a minimum of \$100
24 and a maximum of \$1000 plus punitive damages and reasonable
25 attorney's fees and costs for willful noncompliance with the Act".
26 Under § 617 of the Act, (15 U.S.C. § 1681o), recovery for a
27 negligent violation is of actual damages, plus attorney's fees.
28 Under § 618, a consumer may file suit in state or federal court to
29 enforce the Act, and the statute of limitations is the earlier of 2
30 years from discovery and 5 years from the violation. (15
31 U.S.C. § 1681p.
32

JURISDICTION

5. The jurisdiction of this court is conferred by 15 U.S.C., 1681(p) and 28 U.S.C. 1331. Venue lies in Harris County in the U.S. District Court, Southern District of Texas-Houston.

PARTIES

6. Plaintiff, Reginald Jackson. (Hereafter "I", "my", or Plaintiff") is a resident of San Antonio Texas. Plaintiff is a "consumer" as defined by FCRA 1681(a) of the FCRA.

7. Upon information and belief, RJM Aquisitions LLC, is debt collector as defined by the FDCPA 1692a(6), a person as defined by FCRA 1681a(b), a reseller as defined by FCRA 1681a(u) and is a furnisher of information as contemplated by FCRA 1681s-2(a)(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experience with any consumer.

8. Upon information and belief, Enhanced Recovery Company LLC is debt collector as defined by the FDCPA 1692a(6), a person as defined by FCRA 1681a(b), a reseller as defined by FCRA 1681a(u) and is a furnisher of information as contemplated by FCRA 1681s-2(a)(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experience with any consumer.

9. Upon information and belief, Allied Interstate LLC, is debt collector as defined by the FDCPA 1692a(6), a person as defined by FCRA 1681a(b), a reseller as defined by FCRA 1681a(u) and is a furnisher of information as contemplated by FCRA 1681s-2(a)(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experience with any consumer.

10. Upon information and belief, Capio Partners, is debt collector as defined by the FDCPA 1692a(6), a person as defined by FCRA

1 1681a(b), a reseller as defined by FCRA 1681a(u) and is a furnisher
2 of information as contemplated by FCRA 1681s-2(a)(b), who regularly
3 and in the ordinary course of business furnishes information to one
4 or more consumer reporting agencies about consumer transactions or
5 experience with any consumer.

6 11. Upon information and belief, Global Payments Inc, is debt
7 collector as defined by the FDCPA 1692a(6), a person as defined by
8 FCRA 1681a(b), a reseller as defined by FCRA 1681a(u) and is a
9 furnisher of information as contemplated by FCRA 1681s-2(a)(b), who
10 regularly and in the ordinary course of business furnishes
11 information to one or more consumer reporting agencies about
12 consumer transactions or experience with any consumer.

13 12. Upon information and belief, I C System Inc, is debt collector as
14 defined by the FDCPA 1692a(6), a person as defined by FCRA
15 1681a(b), a reseller as defined by FCRA 1681a(u) and is a furnisher
16 of information as contemplated by FCRA 1681s-2(a)(b), who regularly
17 and in the ordinary course of business furnishes information to one
18 or more consumer reporting agencies about consumer transactions or
19 experience with any consumer.

20 13. Upon information and belief, Defendant Harley Davidson Credit, is
21 a "furnisher" of information as contemplated by FCRA 1681s-
22 2(a)&(b), who regularly and in the ordinary course of business
23 furnishes information to one or more consumer reporting agencies
24 about consumer transaction or experiences with any consumer.

25 14. Upon information and belief, Defendant AFS Acceptance, is a
26 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
27 who regularly and in the ordinary course of business furnishes
28 information to one or more consumer reporting agencies about
29 consumer transaction or experiences with any consumer.

30 15. Upon information and belief, Defendant Progressive Insurance, is
31 a "furnisher" of information as contemplated by FCRA 1681s-
32 2(a)&(b), who regularly and in the ordinary course of business

1 furnishes information to one or more consumer reporting agencies
2 about consumer transaction or experiences with any consumer.

3 16. Upon information and belief, Defendant Continental Finance/1st
4 Bank DE, is a "furnisher" of information as contemplated by FCRA
5 1681s-2(a)&(b), who regularly and in the ordinary course of
6 business furnishes information to one or more consumer reporting
7 agencies about consumer transaction or experiences with any
8 consumer.

9 17. Upon information and belief, Defendant Consumerinfo.com Inc, is a
10 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
11 who regularly and in the ordinary course of business furnishes
12 information to one or more consumer reporting agencies about
13 consumer transaction or experiences with any consumer.

14 18. Upon information and belief, Defendant The Home Depot/Citibank
15 NA, is a "furnisher" of information as contemplated by FCRA 1681s-
16 2(a)&(b), who regularly and in the ordinary course of business
17 furnishes information to one or more consumer reporting agencies
18 about consumer transaction or experiences with any consumer.

19 19. Upon information and belief, Defendant Portfolio Management
20 Group/HGG, is a "furnisher" of information as contemplated by FCRA
21 1681s-2(a)&(b), who regularly and in the ordinary course of
22 business furnishes information to one or more consumer reporting
23 agencies about consumer transaction or experiences with any
24 consumer.

25 20. Upon information and belief, Defendant Intersections/Capital One,
26 is a "furnisher" of information as contemplated by FCRA 1681s-
27 2(a)&(b), who regularly and in the ordinary course of business
28 furnishes information to one or more consumer reporting agencies
29 about consumer transaction or experiences with any consumer.

30
31 **ALLEGATIONS & CAUSE OF ACTION**
32

1 21. Plaintiff repeat(s), allege(s), contend(s), assert/reasserts all
2 Defendants have in part (1.) obtain Plaintiff's Credit Report
3 without Plaintiff's permission, (2.) have been reporting and
4 continues to report fraudulent, erroneous, incomplete, inaccurate
5 and misleading personal information concerning Plaintiff's
6 person(s) and business transactions and relations etc., (3) have in
7 part, failed to comply with the Federal Trade Commissions rules,
8 regulations and guidelines regarding the reporting of data,
9 consumer disputes and the process for investigations etc., all in
10 part in violation of "FCRA", "FDCPA" and "FACTA" which has in part,
11 caused Plaintiff to be hindered in obtaining credit, insurance,
12 banking and financial opportunities. Also, Plaintiff incorporates
13 by reference the foregoing paragraphs.

14 22. Allied Interstate LLC; willfully and negligently failed to
15 validate Plaintiff's allege debt and continue to report to Credit
16 Bureaus in Violations of FDCPA Sections 809(b).

17 23. Allied Interstate LLC; willfully and negligently obtain
18 Plaintiff's credit report without Plaintiff's permission on or
19 about July 2008 as evident by Experian Report #4080-3992-41 dated
20 4/12/2012 and in violation of FCRA 604 and Sections 1681b
21 (a) (3) (F).

22 24. Capio Partners; willfully and negligently failed to validate
23 Plaintiff's allege debt and continue to report to Credit Bureaus in
24 Violations of FDCPA Sections 809(b).

25 25. Capio Partners; willfully and negligently obtain Plaintiff's
26 credit report without Plaintiff's permission on or about 11/2011 as
27 evident by Experian Report #4080-3992-41 dated 4/12/2012 and in
28 violation of FCRA 604 and Sections 1681b(a) (3) (F).

29 26. Global Payments Inc; willfully and negligently failed to validate
30 Plaintiff's allege debt and continue to report to Credit Bureaus in
31 Violations of FDCPA Sections 809(b).

1 27. Global Payments Inc; willfully and negligently obtain Plaintiff's
2 credit report without Plaintiff's permission on or about 03/2006 as
3 evident by Experian Report #4080-3992-41 dated 4/12/2012 and in
4 violation of FCRA 604 and Sections 1681b(a)(3)(F).

5 28. I C System Inc; willfully and negligently failed to validate
6 Plaintiff's allege debt and continue to report to Credit Bureaus in
7 Violations of FDCPA Sections 809(b).

8 29. I C System Inc; willfully and negligently obtain Plaintiff's
9 credit report without Plaintiff's permission on or about 08/2009 as
10 evident by Experian Report #4080-3992-41 dated 4/12/2012 and in
11 violation of FCRA 604 and Sections 1681b(a)(3)(F).

12 30. RJM Aquisitions LLC; willfully and negligently failed to validate
13 Plaintiff's allege debt and continue to report to Credit Bureaus in
14 Violations of FDCPA Sections 809(b).

15 31. RJM Aquisitions LLC; willfully and negligently obtain Plaintiff's
16 credit report without Plaintiff's permission on or about 12/2011 as
17 evident by Experian Report #4080-3992-41 dated 4/12/2012 and in
18 violation of FCRA 604 and Sections 1681b(a)(3)(F).

19 32. Capital One Auto Finance; willfully and negligently obtain
20 Plaintiff's credit report without Plaintiff's permission on or
21 about 03/28/2012 and 12/24/2010 as evident by Experian Report
22 #4080-3992-41 dated 4/12/2012 and in violation of FCRA 604 and
23 Sections 1681b(a)(3)(F).

24 33. The Home Depot/Citibak; willfully and negligently obtain
25 Plaintiff's credit report without Plaintiff's permission on or
26 about 08/26//2011 as evident by Experian Report #4080-3992-41 dated
27 4/12/2012 and in violation of FCRA 604 and Sections 1681b(a)(3)(F).

28 34. Consumer Portfolio Services; willfully and negligently obtain
29 Plaintiff's credit report without Plaintiff's permission on or
30 about 12/20/2010 as evident by Experian Report #4080-3992-41 dated
31 4/12/2012 and in violation of FCRA 604 and Sections 1681b
32 (a)(3)(F).

1 35. Portfolio Management Group/HGG; willfully and negligently obtain
2 Plaintiff's credit report without Plaintiff's permission on or
3 about 08/02/2010 as evident by Experian Report #4080-3992-41 dated
4 4/12/2012 and in violation of FCRA 604 and Sections 1681b
5 (a) (3) (F) .

6 36. AFS Acceptance; willfully and negligently obtain Plaintiff's
7 credit report without Plaintiff's permission on or about 12/20/2010
8 as evident by Experian Report #4080-3992-41 dated 4/12/2012 and in
9 violation of FCRA 604 and Sections 1681b(a) (3) (F) .

10 37. Intersections/Capital One; willfully and negligently obtain
11 Plaintiff's credit report without Plaintiff's permission on or
12 about 08/11/2011 as evident by Experian Report #4080-3992-41 dated
13 4/12/2012 and in violation of FCRA 604 and Sections 1681b(a) (3) (F) .

14 38. Enhanced Recovery Company LLC; willfully and negligently obtain
15 Plaintiff's credit report without Plaintiff's permission on or
16 about 01/21/2011 and 06/04/2011 as evident by Experian Report
17 #4080-3992-41 dated 4/12/2012 and in violation of FCRA 604 and
18 Sections 1681b(a) (3) (F) .

19 39. Pinnacle Credit Services willfully and negligently obtain
20 Plaintiff's credit report without Plaintiff's permission on or
21 about October 2008 as evident by Trans Union Report #216997726
22 dated 05/12/2011 and 07/01/2010 as evident by Experian Report
23 #4080-3992-41 dated 4/12/2012 and in violation of FCRA 604 and
24 Sections 1681b(a) (3) (F) .

25 40. Harley Davidson Credit, willfully and negligently obtain
26 Plaintiff's credit report without Plaintiff's permission on or
27 about 02/2003 as evident by Experian Report #4080-3992-41 dated
28 4/12/2012 and in violation of FCRA 604 and Sections 1681b
29 (a) (3) (F) .

30 41. Harley Davidson Credit; willfully and negligently failed to
31 validate Plaintiff's allege debt and continue to report erroneous
32

1 and inaccurate information to Credit Bureaus in Violations of FDCPA
2 Sections 809(b).

3 42. Continental Finance/1st Bank DE; willfully and negligently failed
4 to validate Plaintiff's allege debt and continue to report to
5 Credit Bureaus in Violations of FDCPA Sections 809(b).

6 43. Continental Finance/1st Bank DE, willfully and negligently obtain
7 Plaintiff's credit report without Plaintiff's permission on or
8 about 09/2007 as evident by Experian Report #4080-3992-41 dated
9 4/12/2012 and in violation of FCRA 604 and Sections 1681b
10 (a) (3) (F).

11
12 **DEMAND FOR JURY TRIAL**

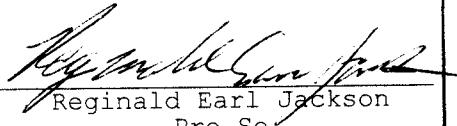
13
14 Plaintiff hereby demands a jury trial on all issues so triable
15 and the right to amend complaint to correct in imperfections.

16
17 **PRAYER FOR RELIEF**

18
19 Wherefore, Plaintiff requests that judgment be entered against
20 Defendants for

21 a.) any and all damages afforded Plaintiff in accordance with
22 applicable Federal and State Laws:
23 b.) The right to amend his complaint to correct defaults and/or
24 respond to Rule 12(b)6 Motions by any Defendant.

25
26 May 8, 2012

27
28
29
30 
31 Reginald Earl Jackson
32 Pro Se
P.O. Box 772460
Houston, TX 77272